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POL/8413

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF WEBB

and the

**TOWN OF WEBB
POLICE
BENEVOLENT
ASSOCIATION, INC.**

January 1, 2018 – December 31, 2020

1/1/18 – 12/31/20

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Webb (hereinafter referred to as the "Employer" or "Town") and the Town of Webb Police Benevolent Association, Inc., (hereinafter referred to as the "PBA").

Whereas, the Town is a public employer as defined by the laws of the State of New York, and

Whereas, the PBA is an employee organization as that term is defined by the Act, and

Whereas, the parties desire to promote and maintain harmonious and cooperative relations, and work together for the public safety, and

Whereas, the parties desire to establish wage scales and standards and conditions of employment, encourage professionalism within the Police Department, provide for collective bargaining and the amicable resolution of grievances and disputes,

Now, therefore, in consideration of the mutual covenants, understandings and agreements hereinafter contained, the Town through its Chief Executive Officer and appropriate legislative body and the PBA through its duly authorized representatives have exchanged mutual promises, as follows:

1.2 Governing Law

1.2.1 The law governing this Collective Bargaining Agreement shall be the Public Employee's Fair Employment Act and such portions of the Civil Service Law and such other state and federal laws, which are not inconsistent with the Act.

1.3 Reciprocal Rights

1.3.1 The PBA recognizes the inherent management rights of the Town to the extent that they do not conflict with this Collective Bargaining Agreement and the laws of the State of New York, and the Town recognizes its responsibility to direct the work force fairly and impartially, maintaining the dignity and professionalism of the Police Department.

2 UNION RIGHTS

2.1 Recognition

2.1.1 Recognition: The Town recognizes the PBA as the sole and exclusive representative for all full-time and all part-time police officers of the Police Department with the exception of the Chief of Police.

2.2 Union Membership

2.2.1 Dues Deduction: The Town agrees to deduct, once each pay period, dues and assessments in an amount certified to be proper by the PBA from the pay of these employees who individually request in writing that such deduction be made. The total amount of such deductions shall be remitted by the 15th of the following month by the Town to the PBA.

2.3 Leave for Contract Administration

2.3.1 Investigation and Presentation of Grievances: The Town agrees to permit the President of the PBA, or his/her designee, time to confer with appropriate Town officials in matters relating to discipline, grievances, and terms and conditions of employment during normal working hours, without loss of pay or leave credits.

2.3.2 Requests for Release Time: The President, or his/her designee must obtain prior approval from the Chief and the time shall not cause an interference with the employee's assigned duties.

2.4 Leave for Negotiations

2.4.1 Eligible Employees: Employees designated by the PBA will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

3 EMPLOYEE RIGHTS

3.1 Seniority

3.1.1 Department Seniority: Employee's seniority shall be determined by the employee's length of continuous service as police officer in the Town of Webb Police Department.

3.2 Personnel File

3.2.1 All officers shall have the right once annually, on written application, to review their personnel file, which review shall take place no later than seven calendar days from the date that written application is made, within the presence of the Chief of Police.

3.2.2 The Town shall notify the officers of the inclusion of any written documents placed in said officer's personnel file, within seventy-two hours of the placement thereof, and all officers shall have the right to grieve and/or otherwise respond to said documents. Said responses shall be made a part of said officer's file.

3.3 Polygraph Exams

3.3.1 No member of the Department shall be required, ordered, or asked to submit to a Polygraph Exam.

4 HOURS OF WORK

4.1 Standard Workday/Workweek

4.1.1 Full-time officers shall continue to work an 80-hour bi-weekly Monday through Sunday work schedule of twenty-four hours the first week and fifty-six hours the second week, with all hours in excess of 80 hours per the below bi-weekly schedule to be paid for at the rate of time and one-half.

The day shift for Monday shall be twelve hours long. Typically, said shift shall run from 7A to 7P.
The night shift for Monday shall be ten hours long. Typically, said shift shall run from 5P to 3A.

The day shift for Tuesday shall be twelve hours long. Typically, said shift shall run from 7A to 7P.
The night shift for Tuesday shall be ten hours long. Typically, said shift shall run from 5P to 3A.

The day shift for Wednesday shall be twelve hours long. Typically, said shift shall run from 7A to 7P.
The night shift for Wednesday shall be twelve hours long. Typically, said shift shall run from 3P to 3A.

The day shift for Thursday shall be twelve hours long. Typically, said shift shall run from 7A to 7P.
The night shift for Thursday shall be twelve hours long. Typically, said shift shall run from 3P to 3A.

The day shift for Friday shall be twelve hours long. Typically, said shift shall run from 7A to 7P.
The night shift for Friday shall be twelve hours long. Typically, said shift shall run from 3P to 3A.

The day shift for Saturday shall be twelve hours long. Typically, said shift shall run from 7A to 7P.
The night shift for Saturday shall be ten hours long. Typically, said shift shall run from 5P to 3A.

The day shift for Sunday shall be twelve hours long. Typically, said shift shall run from 7A to 7P.
The night shift for Sunday shall be ten hours long. Typically, said shift shall run from 5P to 3A.

Should exigent situations arise, the Chief will have the flexibility to temporarily adjust start times.

The manner in which officers currently rotate shall remain in effect.

4.1.2 Swaps: Full-time officers will have the ability to voluntarily swap regularly scheduled work shifts (or any portion thereof) with other full-time officers or with part-time officers, with approval of the Chief of Police, so long as the swap doesn't trigger a requirement by the Town to pay overtime compensation to either officer.

4.1.3 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Town.

4.2 Tentative Assignments and Overtime

4.2.1 Procedure for Assigning Additional Hours:

Emergencies – In the event a police officer (whether full-time or part-time) must be held over due to an emergency situation, or to meet necessary staffing levels, the opportunity will not be offered to other police officers.

Assignments due to Absences: Effective upon execution of this Collective Bargaining Agreement (2018-2020), should there be a need to assign an officer or several officers to work additional hours due to 1) a vacancy caused by the absence of a scheduled officer (e.g. vacation, personal leave, sick leave, or attending training/educational schools), 2) tentative assignments (e.g. snowmobile patrol and boat patrol), or 3) special event assignments and special security details, the Chief will offer said opportunities to all full-time and part-time members of the bargaining unit in a group e-mail.

If the absence is **unplanned** (e.g. late notice sick leave or late notice of a leave due to a personal emergency) the assignment will be given to the most senior member of the bargaining unit that responds in the affirmative within **three hours** of the posting.

If the absence is **planned** (e.g. vacation, scheduled personal leave, scheduled medical appointment, etc.), the assignment will be given to the most senior member of the bargaining unit that responds in the affirmative within **six hours** of the posting.

In the event no member of the bargaining unit responds in the affirmative within said window, it is specifically understood and agreed that the PBA will promptly make the necessary arrangements amongst the members of the bargaining unit to cover the additional assignment(s).

5 COMPENSATION

5.1 Base Wage Rates

5.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for the period January 1, 2018 through December 31, 2020.

Job Rate	1-1-2018	1-1-2019	1-1-2020
	\$26.77	\$27.57	\$27.57

Employees shall be compensated in accordance with the following:

Step 1: during first year of employment, 80% of the job rate;
Step 2: during second year of employment, 85% of the job rate;
Step 3: during third year of employment, 90% of the job rate;
Step 4: during fourth year of employment, 95% of the job rate;
Step 5 following forty-eight months of employment, job rate then in effect.

5.1.2 Transfers: At the discretion of the Commissioner and/or Chief, Lateral BMP certified officers may be hired at pay step commensurate with experience, up to and including the Step 4 rate, and with the consent of the Union at the Step 5 job rate. Laterals shall accrue seniority from their date of hire for vacations, vacation preferences, and longevity.

At the discretion of the Commissioner and/or the Chief, all part-time employees will be paid at the appropriate pay year commensurate with their years of full-time BMP certified experience up to and including Step 5 (job rate).

5.2 Longevity Pay

5.2.1 Longevity Compensation: A full-time employee will be paid a lump sum longevity compensation of five hundred dollars to be paid in the first payroll in December of the employee's fourth year of continuous employment and again in the first payroll in December of each year thereafter until the employee's ninth year of continuous service.

A full-time employee will be paid a lump sum longevity compensation of one thousand dollars to be paid in the first payroll in December of the employee's ninth year of continuous employment and again in the first payroll in December of each year thereafter until the employee's fourteenth year of continuous service.

A full-time employee will be paid a lump sum longevity compensation one thousand five hundred dollars to be paid in the first payroll in December of the employee's fourteenth year of continuous employment and again in the first payroll in December of each year thereafter until the employee's nineteenth year of continuous service.

A full-time employee will be paid a lump sum longevity compensation two thousand dollars to be paid in the first payroll in December of the employee's nineteenth year of continuous employment and again in the first payroll in December of each year thereafter until the employee's twenty-fourth year of continuous service.

A full-time employee will be paid a lump sum longevity compensation of two thousand five hundred dollars to be paid in the first payroll in December of the employee's twenty-fourth year of continuous employment and again in the first payroll in December of each year thereafter until the employee's twenty-ninth year of continuous service.

A full-time will be paid a lump sum longevity compensation of three thousand dollars to be paid in the first payroll in December of the employee's twenty-ninth year of continuous employment and again each year thereafter in the first payroll in December of the employee's succeeding years of continuous employment.

5.3 Shift & Officer-in-Charge Differentials

5.3.1 Effective April 15, 2015, each officer will receive an annual payment of **\$2400** in consideration for working different shifts and for the duties and responsibilities working as the "officer-in-charge". Payment will be made on a bi-weekly basis ($\$2400 \div 26 = \92.31).

5.4 Premium Pay for Overtime

5.4.1 Overtime Rate: In accordance with the Fair Labor Standards Act, longevity will be included in the computation of overtime by dividing the bonus by 2080.

5.4.2 Credit for Paid Leave: Holidays, vacation leave, sick leave, bereavement leave, shall not be considered as time worked in the computation of overtime. Jury duty leave will be included as time worked in the computation of overtime.

5.5 Pay for Off-Duty Call-In

5.5.1 Compensation: Any member of the Police Department who is called back after the officer's daily tour of duty has ended shall be paid time and one-half for such time with a minimum pay of two hours time at time and one-half.

5.5.2 Start Time: The pay for an employee who is called back after the officer's daily tour of duty has ended will begin when the employee arrives at the Police Department or at the assigned location if the officer is to report directly to a given location, whichever is greater.

6 PAID LEAVE

6.1 Holidays

6.1.1 Designated Holidays: All full-time officers shall be entitled to the following paid holidays.

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- December 24th
- Christmas Day

6.1.2 Holiday Pay (Not Assigned to Work): If a holiday falls on an employee's pass day, the employee will accrue eight hours of "holiday time".

6.1.3 Holiday Pay (Assigned to Work): If an employee works on a holiday, which will be defined as any shift that begins at any time during the 24-hour period constituting that holiday, the employee shall be paid the employee's regular hourly rate and shall accrue "holiday time" at a rate of one hour for every hour worked.

6.1.4 Use of Holiday Time: "Holiday time" shall be used during the calendar year in which it was accrued. Requests to use "holiday time" must be submitted to the Chief in writing at least 48 hours prior to time requested off. Holiday time may be taken in half-day increments (four hours, five hours, or six hours, as the case may be). Requests may be granted by the Chief based upon scheduling needs.

6.1.5 Payment of Unused Holiday Time: All unused "holiday time" for the calendar year in which it was accrued will be paid at the employee's straight time pay rate for that year. This lump-sum payment will be made in the first payroll period of December.

6.1.6 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused "holiday time" to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused "holiday time" unless otherwise agreed to as a settlement agreement. Upon death of an employee, the Town will make monetary payment for all accumulated "holiday time" to the estate of the deceased officer.

6.2 Vacation Leave

6.2.1 Allowance (front-loaded on January 1st): All full-time employees will earn vacation based on their workweek, as follows.

An employee who is to complete one year of continuous service will be credited with ten days or two weeks (based on workweek) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee has completed eight years of continuous service.

An employee who is to complete eight years of continuous service will be credited with fifteen days or three weeks (based on workweek) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee has completed fifteen years of continuous service.

An employee who is to complete fifteen years of continuous service will be credited with twenty days or four weeks (based on workweek) of vacation leave on the January 1st immediately preceding the employee's anniversary date and each January 1st date thereafter until the employee leaves employment.

A new employee will be credited with vacation leave credits as follows:

Month Hired	Amount of Vacation
January & February	5 shifts
March & April	4 shifts
May & June	3 shifts
July & August	2 shifts
September & October	1 shift
November & December	None

On January 1st of each year, the Town will give each employee a statement of vacation credits.

6.2.2 Accumulation: An employee must use all vacation credits in the year for which they were credited. Any vacation leave credits remaining unused after December 31st will be canceled; exceptions may be made by the Town Supervisor.

6.2.3 Scheduling: Unit employees shall be allowed to take their vacation allotment in weekly increments of their choosing, consistent with proper police coverage and consistent with the reasonable operating needs of the Town as defined by the Police Chief. All requests for vacation may be approved or denied at the sole and exclusive discretion of the Police Chief, or designee.

Unit employees who give the Chief more than seven days notice shall be permitted to exchange vacations with Chief's approval, which approval shall not be unreasonably denied.

6.2.4 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation credits to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation credits unless otherwise agreed to as a settlement agreement. Upon death of an employee, the Town will make monetary payment for all unused vacation credits to the estate of the deceased officer.

6.3 Sick Leave

6.3.1 Allowance (Monthly Accrual): A full-time employee will be credited with eight hours of paid sick leave after completion of each month of employment. However, a new hire will be advanced six months worth of sick leave credits upon hire and then accrue on a monthly basis on the seventh month.

6.3.2 Accumulation: An employee may accumulate leave credits without limit.

6.3.3 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the employee's ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments. Sick leave may be taken in half-day increments (four hours, five hours, or six hours, as the case may be). An employee may take paid sick leave only after it has been credited.

6.3.4 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child, and grandchild in the employee's care.

6.3.5 Notification of Sick Leave: In the event an employee must take sick leave, the employee must, *if able*, leave a message as soon as possible before the employee's scheduled reporting time. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

6.3.6 Medical Verification: A physician's certificate may be requested by the Town after an employee has reported sick for a period of three consecutive days.

The Town may require medical verification of an employee's absence, except for a common cold or family sick leave, to verify that the employee is able to return to work with or without restrictions.

6.3.7 Cash-Out of Unused Credits upon Retirement: At retirement, officers shall be entitled to sell back up to fifty percent of a maximum of 130 days of their unused accumulated sick days at the officer's then current rate of pay.

6.3.8 Termination of Employment: An employee who resigns or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

6.4 Personal Leave

6.4.1 Allowance (front-loaded on January 1st): A full-time employee will be credited with **thirty-six** hours of paid personal leave on January 1st of each year for use during that year.

6.4.2 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

6.4.3 Accumulation: Any personal days not taken may be added to sick leave at the end of each year if not used.

6.4.4 Scheduling: Personal leave days may be taken at any time provided 24 hours notice is given to the Chief of Police and approved by him. Refusal by the Chief of Police may not be arbitrary or capricious, nor shall same be unreasonably denied. Personal leave may be taken in half-day increments (four hours, five hours, or six hours, as the case may be).

6.4.5 Termination of Employment: Any personal days not taken in the year of retirement may be added to sick leave at retirement. An employee who resigns or is terminated from employment due to disciplinary action will not receive payment for unused personal leave credits.

6.5 Bereavement Leave

6.5.1 Immediate Family: In the event of the death in the family of a member of the Police Department, the employee shall be permitted three paid bereavement leave days between date of the death and the day after the burial. Family for the purpose of this agreement shall be defined as follows: spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, , or any other relative living in the employee's household.

6.6 Military Leave

6.6.1 Police officers shall be permitted to take military leave as required by their military obligation without loss of overtime, holiday, comp time, or personal days.

7 UNPAID LEAVE

7.1 Leaves of Absence without Pay

7.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities, and education.

7.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

7.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

7.1.4 Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

8 MEDICAL INSURANCE

8.1 Health and Hospital

8.1.1 Eligibility: The Town will make available a medical insurance plan and a prescription drug plan to each full-time employee and the employee's eligible family. [NEGOTIATION NOTE: The current plan is Simply Blue Plus Platinum 2]

8.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

8.1.3 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure, co-pays, deductibles, and provider network are substantially equivalent to the then current plan.

8.1.4 Premium Payment: For an employee hired into a full-time position **before April 1, 2018**, the Town will pay **ninety percent** of the monthly premium for **individual, two-person, or family** coverage, as the case may be. The employee's contribution of ten percent to the monthly premium will be deducted from the employee's bi-weekly paycheck. The employee may elect to have such deduction made on a pre-tax basis.

For an employee hired into a full-time position on or **after April 1, 2018**, the Town will pay **eighty-five percent** of the monthly premium for **individual** coverage; or **seventy-five percent** of the monthly premium for **two-person or family** coverage, as the case may be. The employee's contribution to the monthly premium will be deducted from the employee's bi-weekly paycheck. The employee may elect to have such deduction made on a pre-tax basis.

8.2 Medical Insurance Buy-Out

8.2.1 Eligibility: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. Notwithstanding the above, in the event an eligible employee is married to another eligible employee of the Town, they must either enroll in two individual plans or one family plan and will not be eligible for this buy-out.

8.2.2 Amount of Buy-Out: Each year, the eligible employee will receive an amount equal to the contribution to the annual premium for the alternate medical insurance plan (excluding dental and vision) multiplied by 1.25 plus one thousand dollars. The maximum the Town will pay for a buy-out is \$12,000. The buy-out is subject to applicable taxes.

Example: if the contribution to the annual premium for the alternate plan is \$2800, the amount of the buy-out would be $\$2800 \times 1.25 = \$3500 + \$1000 = \4500 .

Another example: if there is no contribution to the annual premium for the alternate plan, the amount of the buy-out would be $\$0 \times 1.25 = \$0 + \$1000 = \1000 .

8.2.3 Method of Payment: Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

8.2.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

9 DISABLED EMPLOYEES

9.1 Continuation of Medical Insurance

9.1.1 On-the-Job Disability: The Town will continue medical insurance coverage in the event an employee incurs an on-the-job disability that is deemed to be a qualifying event in accordance with the Town's Family and Medical Leave Policy. Thereafter, an employee who is on an approved leave of absence in accordance with Section 207-c of General Municipal Law will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year, provided the employee makes the required employee contributions.

9.1.2 Off-the-Job Disability: The Town will continue medical insurance coverage in the event an employee incurs an off-the-job disability that is deemed to be a qualifying event in accordance with the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short-term disability payments **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year, provided the employee makes the required employee contributions.

10 RETIREMENT BENEFITS

10.1 Pension Plan

10.1.1 NYS Retirement System: The same pension rights and befits that existed prior to the signing of this agreement shall continue in full force and effect unless otherwise modified by this agreement. All members are eligible to enroll in the New York State Police and Fireman's Retirement System, or such other pension system as may become available under law.

The Town shall implement and a twenty-year non-contributory retirement plan under Section 384-d of the Retirement and Social Security Law of the State of New York. An employee has the option of 375i(p).

10.2 Retiree Medical Insurance

10.2.1 Coverage: The Town offers medical insurance and prescription drug coverage to eligible full-time police officers after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. *Coverage ends when the retiree becomes eligible for Medicare.*

10.2.2. Coverage (retiree's spouse): Coverage is also available for the retiree's eligible spouse if the spouse was eligible for coverage under the Town's medical insurance plan on the retiree's last date of employment with the Town. *Coverage ends when the retiree's spouse becomes eligible for Medicare.*

In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage and the Town will continue its contribution to the insurance premium (50% as per 10.2.5) for a period of thirty-six months (three years) provided the surviving spouse does not remarry, thereafter, the spouse must pay the full cost of the premiums.

10.2.3 Eligibility: To be eligible for coverage, the retiree must meet each of these requirements: 1) have at least ten years of continuous service with the Town as a full-time employee; 2) have retired directly from the Town; and, 3) have applied for and been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

10.2.4 Plan: The Town will make available the same medical insurance and prescription drug plans offered to then current employees, as if the retiree were still actively employed by the Town.

10.2.5 Premium Payment: The Town will pay **sixty percent** of the monthly premium for **individual** coverage and, if applicable, **fifty percent** of the **additional cost** of the monthly premium for **two-person** or **family** coverage, as the case may be.

11 GENERAL PROVISIONS

11.1 Uniforms and Equipment

11.1.1 The Town shall provide, at no cost to the employee, all uniforms and equipment as required by the Department, including guns.

11.1.2 Newly appointed patrolmen shall receive two complete uniforms and equipment, at the Town's expense, at the time of appointment and such uniforms and/or equipment shall conform to the latest uniform specifications as adopted by the Town.

11.1.3 Newly promoted, transferred, or reassigned officers shall be supplied by the Town, at the Town's expenses, with all additional clothing and/or equipment required in connection with their position.

11.1.4 Uniforms shall be replaced or repaired as needed, with Chief's approval, at the Town's expense.

11.1.5 If any equipment is lost or damaged through officer's negligence, the officer will be responsible to replace same.

11.1.6 All approved and issued uniforms shall be returned to the Town or replaced upon termination of employment.

11.2 Cleaning Allowance

11.2.1 The Town shall provide for the dry cleaning of uniforms by the Town at the Town's expense, at a local laundry of the Town's choosing, on an as-needed basis.

11.3 Travel and Meal Allowance

11.3.1 Mileage: The Town agrees to pay each employee the rate of \$0.45 per mile for use of the employee's motor vehicle while attending training sessions and/or on Town business as approved by the Police Chief.

11.3.2 Meal Allowance: The Town agrees to pay each employee a meal reimbursement not to exceed \$3.00, \$5.00, and \$7.50 for breakfast, lunch, and dinner, respectively, while out of Town overnight attending training sessions and/or Town business. Receipts must be provided for any and all claims for meal reimbursement.

11.4 Life and Accident Insurance

11.4.1 The Town shall continue to provide the Life and Accident Insurance Plan that is currently in effect for any employee currently covered.

11.5 Special Schools

11.5.1 Officers shall be assigned to any and all special schools for police personnel on a fair and impartial basis. Attendance to be based on need and qualifications. In order to encourage professionalism within the Police Department, time off to attend schools in the furtherance of police science shall be granted, subject to approval of the Chief of Police and the Town Board.

11.6 Defense, Indemnification, and Punitive Damage

11.6.1 The Town recognizes that all Police Officers are subject to duty twenty-four hours per day. Any police action taken by any police officer during off-duty hours, which would have been reasonably taken by an officer on active duty, shall be deemed a police action, and such member shall be entitled to all the rights and benefits as if he were on active duty.

11.6.2 The Town shall adopt for the benefit of its police officers a local law, resolution, rule, or regulation conferring all of the benefits of Public Officer's Law Section 18 and GML Section 50(j).

12 DUE PROCESS PROCEDURES

12.1 Grievance and Arbitration Procedures

12.1.1 Step One - Formal Grievance: In the event of a dispute between the parties involving the interpretation or application of this Collective Bargaining Agreement or the rights claimed to exist thereunder, a written grievance shall be submitted to the Chief of Police within seven calendar days of the incident, or within seven calendar days of when the employee first became aware of the incident. The Chief of Police shall have seven calendar days within which to respond to said grievance.

12.1.2 Step Two - Appeal: If not satisfied with the answer, the PBA shall have seven calendar days within which to submit said grievance to the Town Board. The Town Board shall give a written answer to the grievance within thirty calendar days.

12.1.3 Step Three - Binding Arbitration: If the dispute is not settled within seven working days of the receipt of the Town Board's answer, the PBA may submit the grievance to final and binding arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have the authority to determine whether an issue is arbitrable, however, the arbitrator shall have no power to amend, modify, or delete any provision of this Collective Bargaining Agreement.

Expenses for an arbitrator's services and the proceedings shall be borne equally by the Town and the PBA. Each party shall bear the cost of preparing and presenting its own case.

12.1.4 Time Limits: The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the PBA and the official who is to receive the grievance.

12.2 Disciplinary Procedure

12.2.1 Discipline for Just Cause: The Town shall not subject an employee who has completed the probationary period, as defined by the local Civil Service agency, to any disciplinary action or penalty except for just cause.

12.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges, specifications, and the penalty. Simultaneously, a copy of the notice shall be sent to the President of the PBA.

12.2.3 Disciplinary Hearing: If the PBA disagrees with the disciplinary action, the PBA may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the PBA. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response which shall be given to President of the PBA.

12.2.4 Appeal of Disciplinary Action: If the PBA is not satisfied with the response of the Town Supervisor, the PBA may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received.

The fees of the arbitrator shall be shared equally by the Town and the PBA. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

12.2.5 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

13 APPLICATION OF AGREEMENT

13.1 Duration of Agreement

13.1.1 This collective bargaining agreement shall be effective from January 1, 2018 through December 31, 2020, unless otherwise agreed to by the parties.

13.2 Separability Clause

13.2.1 Should any part thereof or any provision herein contained be rendered or declared illegal or an improper labor practice by reason of any existing or subsequently enacted legislation or by any judgment of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof, provided, however, upon which invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or improper labor practices. The remaining parts or provisions all continue in full force and effect.

13.3 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

13.4 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF WEBB

Robert A. Moore
Town Supervisor

Date

Michael A. Ross
Town Board

Date

Michael A. Richardson
Labor Relations Consultant

Date

POLICE BENEVOLENT ASSOCIATION

Kevin Birtle
President, Webb PBA

Date

Rocco A. DePerno
Attorney

Date